

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 6 PAGES	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 22 MAR 2004		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Contracting Officer, Dahlgren Division Naval Surface Warfare Center 17320 Dahlgren Road Dahlgren, VA 22448-5110 e-mail <u>xds12@nswc.navy.mil</u>		CODE N00178					
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)				<input type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. N00178-04-R-2006			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 25 February 2004			
				10A. MODIFICATION OF CONTRACT/ORDER			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE 0744-16872					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<input type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER Specify type of modification and authority							
E. IMPORTANT: Contractor is not required to sign this document and return _____ copies to the issuing office.							
14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
PURPOSE: This amendment is issued to (1) insert SEAPORT Enhanced provisions and (2) answer questions presented by industry.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

(1)

Due to Naval Warfare Center corporate initiatives currently underway to reduce costs, pricing proposed on this solicitation will be in-line with the following additions/changes.

Add the following to Section H:

MAXIMUM PASS THROUGH RATE

The Contractor agrees that the maximum pass through rate which shall be charged against any and all line items under this contract shall not exceed _____. The maximum pass through rate is equal to the maximum amount above the price of the work paid to the Firm performing the work.

GUARANTEED SAVINGS CLAUSE

The Government is seeking contractors to identify business improvement processes, innovations, and cost saving initiatives to provide high quality services at a reduced cost to the Government.

For all Options, the Contractor agrees to the maximum extent practicable to reduce the price for services performed under each sequential year by at least:

Percentage reduction from base period or price from previous year:

Year 2	_____
Year 3	_____
Year 4	_____
Year 5	_____

Guaranteed Savings must exceed 1% per year.

NOTE TO OFFERORS:

This solicitation may be awarded in the SEAPORT Enhanced portal. As such, you are required to propose Guaranteed Savings and Maximum Pass Through amounts that DO NOT exceed values awarded to you or your team lead Prime under the SEAPORT Enhanced initiative (if applicable).

The maximum Fee percentage allowable under this solicitation is 8%. However, you are required to propose amounts that DO NOT exceed values awarded to you or your team lead Prime under the SEAPORT Enhanced initiative (if applicable).

(2)

Question:

Page 9 - Additional CLINS for FMS Support; "These modifications will be issued unilaterally by the Government and will not change the overall level of effort and estimated cost of the contract." The estimated costs may increase as a result of doing business with foreign entities, and that a determination will be required on a case by case basis.

Answer:

The base year and each option year call for man hours to perform systems' test and technical support services in accordance with Section C, Statement of Work, which includes FMS. Due to the inability to clearly call-out deliverables under this Cost Plus Award Fee contract, it is clearly stated on page 11 of the introduction to the Statement of Work that the US Navy may direct services toward FMS. At present, the US Navy is unable to delineate, from the services requested, what man hours will be used to meet the arising needs that FMS may present. The contractor's cost proposal to this RFP is to meet the needs so stated in Section C. Should the US Navy request services to be directed toward FMS initiatives, this is to remain within the scope of work currently outlined in Section C.

Question:

Page 15 - C.7 Reporting Requirements, A009 appears to be an incomplete thought. Is this a TBD?

Answer:

Page 15, Section C.7, A009 is changed to read: Technical Report - Study / Services, Revision to existing Government Documents.

Question:

Page 15 - C.8 Plan of Action and Milestones (POA&M), first bullet: what is a work area? How often is the POA&M to be updated?

Answer:

Work Areas align to work being performed under the contract. At this time, the Government envisions the work areas aligning to the locations outlined in Exhibit 1 (Award Fee Evaluation Organization), page 13 Award Fee Performance Monitors of the Award Fee Evaluation Plan. The POA&M will be updated as needed, with a minimum of original and one revision.

Question:

Page 24 - Ddl-G12 Post-Award Conference: What needs to go on the agenda for this program? Who is to attend?.

Answer:

The purpose of the Post-Award Conference is to enhance communication and understanding among all key players of the contractor to the terms and conditions of the contract thereby insuring a smooth transition from the current contract to this follow-on contract. The contractor will be responsible for briefing the status of the transition to the new contract. The government will brief all other areas including terms and conditions for the contract and a debrief of the contractor's proposal.

Question:

Page 24 - Ddl-G40 Payment, Selected Items of Cost Reimbursement Contracts: paragraph (b) request that last sentence be eliminated, or alternatively add to it "unless directed by the customer."

Answer:

(b) Training. The last sentence of page 24, Ddl-G40 (b) shall read as follows: Attendance at workshops or symposiums is considered training for purposes of this clause, unless otherwise directed by the COR.

Question:

Page 33 through 35 - SEA 5252.216-9122 Level of Effort (DEC2000): The anticipated contract is CPAF and therefore there is not a level of effort obligation to fulfill. The industry requests that this, and other requirements commonly found in level of effort programs, be eliminated.

Answer:

This is a Level of Effort (LOE) contract with cost plus award fee (CPAF) pricing. The award fee pool amount per period will be based on funding provided and the level of effort provided, as so stated in attachment J.3, page eight (8) of the Award Fee Evaluation Plan and 5252.216-9122 paragraph (g).

Question:

Page 36 - Paragraph (h): "The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract." As this is not an LOE contract, the industry requests requirements for differentiating between compensated and uncompensated be eliminated.

Answer:

This is a Level of Effort (LOE) contract with CPAF pricing.

Question:

Page 62 - "Fee will be administered on Key Personnel categories." As this is not an LOE contract, the industry requests this clause be eliminated.

Answer:

This is a Level of Effort (LOE) contract with CPAF pricing.

Question:

Attachment J.3, page 8 - Introduction/Evaluation Periods: It is contemplated that award fee will be evaluated every six months. The industry requests quarterly evaluation periods.

Answer:

Biannual evaluation is adequate.

Question:

Attachment J.3, pages 8&9 - paragraph 2(a): Can the criteria be tied to a specific part of the SOW?

Answer:

The criteria is applicable to all sections of SOW.

Question:

Attachment J.3, page 9 - paragraph 2(a)(iii): "ability to identify and define areas of deficiencies in performance." Performance of what?

Answer:

This refers to deficiencies in performance of the entire SOW as it relates to Technical Performance.

Question:

Attachment J.3, page 9- paragraph 2(b) (iv) Management Performance: "Effective utilization of subcontracts and subcontractor personnel; monitoring and control of subcontractors so that they are a seamless part of the contractor team." How would this be scored if we do not require subcontractors (or able to find qualified subcontractors)? How would this be scored if the Government directs us to a specific subcontractor at some time during the contract?

Answer:

Utilization and control of subcontracts will be considered only if there are subcontractors. Would be N/A if no subcontractors.

Question:

Attachment J.3, page 10 - Award Fee Determination Procedure and Agenda: Can the period be shortened from 30 days to 10-15 days for both the submittal period and the Government determination period (paragraph 3 on page 11)?

Answer:

Less than 30 days will be considered only for the submittal period. The proposed number of days will be incorporated into the plan and the contractor will be assessed under the schedule for meeting the delivery date. The Government strives to minimize the period between the receipt of the contractor's self-analysis report and the AFB meeting but the maximum of 30 days remains as stated.

Question:

Attachment J.3, page 12 - Section IV, Paragraph B: Changes to Evaluation Plan: The industry requests that any change in the weighting of categories must be made 30 days before the beginning of the evaluation period. It would not be reasonable for the rules to change partway through a period.

Answer:

The FDO will announce the future weight changes during the award fee session and the change will be formally incorporated through a contract modification. In the event the Contractor does not receive such timely notice, the performance weighting of the previous evaluation shall apply.

Question:

Attachment J.3, page 19 - Performance Ratings: It is clear that a rating of 60 and below receives zero fee, but it is not clear what the fee is for other ratings. Does the industry receive the rating (as a percentage) of the maximum award fee?

Answer:

See page 10, Attachment J.3, C. Performance Ratings. The last sentence will now read as follows: The ratings are translated into percentages of award fee (i.e., a one-to-one ratio).